Francisco Tool Co., 120 Cal. 228; *Clark et al.* v. *Pope et al.* 70 Ill. 128; *Bentley and others* v. *The State*, 73 Wis. 416.

NEGLIGENCE.—EMPLOYMENT OF CHILD IN VIOLATION OF STATUTE.—LIABILITY OF EMPLOYER FOR INJURY.—A statute of Pennsylvania provides that the employment of children under fourteen years of age in certain "establishments" is illegal, but despite this provision, the defendants employed the plaintiff, who was under fourteen, in their shops where he was injured while cleaning a fan wheel, without the scope of his employment and at his own volition. *Held* that the employment in violation of the law was negligence and the defendants were liable. *Stehle* v. *Jaeger Automatic Mach. Co.* (1909)—Pa.—, 74 Atl. 215.

An infant may, at common law, contract for the performance of personal services or labor (*Texas & P. R. Co.* v. *Carlton*, 60 Tex. 397; *Monaghan* v. *School Dist.*, 38 Wis, 100,) but his obligation is voidable at his election. *Dubé* v. *Beaudry*, 150 Mass. 448, 23 N. E. 222, 6 L. R. A. 146; *Burdett* v. *Williams*, 30 Fed. 697. However, once a minor is employed, greater care is due toward him from the employer than in the case of an adult. *Rolling Mill Co.* v. *Corrigan* 46 Ohio St. 283, 20 N. E. 466; *Texas & P. R. Co.* v. *Carlton*, supra. The presumption in most of the states now is that servants younger than the age fixed by statute regarding the employment of children, have not sufficient capacity to be sensible of danger and cannot, therefore, be guilty of contributory negligence. *Rolling Mill Co.* v. *Corrigan*, supra; *Tutweiler Coal, etc., Co.* v. *Enslen*, 129 Ala. 336, 30 South 600. The employment of a minor where forbidden by statute is negligence *per se*. *Morris* v. *Stanfield*, 81 Ill. App. 264; *Hickey* v. *Taaffe*, 32 Hun 7; *Cooke* v. *Lalance Grosjean Mfg. Co.*, 33 Hun 351; *Queen* v. *Dayton Coal etc. Co.*, 95 Tenn. 458, 32 S. W. 460, 30 L. R. A. 82. And the infant is entitled to sue for damages for personal injuries received through negligence of the employer. *Georgia Pac. R. Co.* v. *Propst* 83 Ala. 518, 3 South 764; *Hartfield* v. *Roper*, 21 Wend. 615, 34 Am. Dec 273.

NEGLIGENCE—HOSPITALS—LIABILITY FOR NEGLIGENCE OF SERVANTS.—The plaintiff on his return from Africa in bad health entered the defendants' hospital as a free patient. He was placed under anaesthetics and when he recovered consciousness he found that his arm had been badly burned and bruised through the negligence of an employee of the defendants, it having been allowed to come into contact with the heating appliance under the operating table. In this action by plaintiff claiming damages for negligence, *Held* that the only duty undertaken by the defendants is to use due care in the selection of the medical staff and unless it is shown that they have failed in this duty they are not liable for negligence of such staff. *Hillyer* v. *St. Bartholomew's Hospital* (*Governors*) [1909], 2 K. B. 820, 78 L. J. K. B. 958.

A charitable corporation is not liable for injuries resulting from the negligent acts of a servant in the course of his employment when care has been exercised in his selection. 5MICH. L. REV. 552, 662; *Hearns* v. *Waterbury Hospital*, 66 Conn. 98, 33 Atl. 595, 31 L. R. A. 224; *Pepke* v. *Grace Hospital*, 130 Mich. 493, 90 N. W. 278; *Fire Ins. Patrol* v. *Boyd*, 120 Pa. St. 624, 15 Atl. 553, 6 Am. St. Rep. 745; *Heriot's Hospital* v. *Ross*, 12 Cl. & Fin. 507. A hos-

pital incorporated to furnish medical treatment, without capital stock and from which it means to derive no profit is a charitable organization. *Hearns* v. *Waterbury Hospital,* supra; *McDonald* v. *General Hospital,* 120 Mass, 432, 21 Am. Rep. 529. Whether a hospital is public or private must depend on the purposes for which it was erected. *Dartmouth College* v. *Woodward,* 4 Wheat. 518, 668; *Washingtonian Home* v. *Chicago,* 157 Ill. 414, 41 N. E. 893, 29 L. R. A. 798. But neither public, (*Maia* v. *Eastern State Hospital,* 97 Va. 507, 34 S. E. 617, 47 L. R. A. 577,) nor private hospital is liable for the negligence of its employees if it be an eleemosynary institution. (*Downes* v. *Harper Hospital* 101 Mich. 555, 60 N. W. 42, 25 L. R. A. 602,) and the fact that patients who are able to pay are required to do so does not deprive an institution of its eleemosynary character. *Downes* v. *Harper Hospital,* supra; *Ward* v. *St. Vincent's Hospital,* 23 Misc (N. Y.) 91, 50 N. Y. Supp. 466; *Fordham* v. *Thompson,* 144 Ill. App. 342.

PRINCIPAL AND AGENT—TRANSFER OF NEGOTIABLE INSTRUMENT BY AGENT.—Plaintiff signed a note for the sum of one thousand dollars, payable to the order of one Hilbert, for the purpose of having Hilbert procure a loan of that amount for him. Being unable to secure the loan, Hilbert informed plaintiff that the note had been destroyed. Several months before the note became due Hilbert gave the note unindorsed, to defendant as collateral security on a loan that had been made to him individually. Plaintiff brings this action to have the note surrendered and canceled. *Held,* that since Hilbert was the agent of plaintiff, the law of agency and not the law merchant applied, and judgment should be for defendant. *Sublette* v. *Brewington et al.* (1909), — Mo. App. —, 122 S. W. 1150.

Under the rules of law applicable to negotiable instruments, plaintiff should succeed in the present action. "If payable to order an instrument is negotiated by the indorsement of the holder completed by delivery." BUNKER, NEG. INST., § 32. This section of the Negotiable Instruments Law not being complied with, it is evident that defendant took the note subject to all the equities against it, and is in the same position as was Hilbert the payee. *Sturges* v. *Miller,* 80 Ill. 241; *Benson* v. *Abbott,* 95 Ga. 69. As to whether the law of agency should be applied in preference to the law of negotiable instruments, the case presents a peculiar question. The view expressed in the opinion is supported by *Jarvis* v. *Rogers,* 13 Mass. 105; *Clement* v. *Leverett,* 12 N. H. 317. In *Jarvis* v. *Rogers* some shares of stock, which in this instance were negotiated the same as a negotiable instrument, were pledged to secure a debt. With the consent of the pledgor, the debt was paid by a third person and the stock was retained by the third person, who pledged it to defendant as security for an individual debt. It was held that the plaintiff by his own act had caused defendant to assume that the third person owned the stock, and could not deny such ownership to the amount of money advanced by defendant. In *Clement* v. *Leverett,* supra, where a principal accepted bills of exchange drawn on him by his agent, payable to the order of the agent who agreed to get them discounted for the benefit of the principal, and the agent, assuming to be the owner of